



# DISCOVERY CLUB

## Assumption of Risk, Complete Liability and Photo Release Form

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE THE BAHAMAS NATIONAL TRUST/DISCOVERY CLUB, ITS EMPLOYEES, ITS MEMBERS, ITS AGENTS, OTHER ASSOCIATED PERSONNEL, AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE:

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH NATURE BASED ACTIVITIES AND TRAVELING, included but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering or exiting the water, boarding or disembarking boats, planes, or vehicles, and all activities associated with the club and I HEREBY ASSUME SUCH RISKS.
2. I UNDERSTAND THAT I HAVE REASONABLE DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
3. I assert that I am physically fit to participate in Discovery Club activities and I will not hold BNT responsible if I am injured as a result of ANY problems, (medical, accidental, or otherwise) which occur while participating in club activities.
4. I will listen to and follow safety instructions at all times. I acknowledge that not doing so will constitute a violation of safety rules and procedures for which I expressly assume the risk.
5. I fully understand that the involved facilities and or vehicles have limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
6. In the event I show signs of distress or call for aid, I would like assistance and will not hold BNT/Discovery Club, their employees, representatives or fellow participants responsible for their actions in attempting the performance or rescue or first aid.
7. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE BNT/DISCOVERY CLUB AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH DISCOVERY CLUB ACTIVITIES.
8. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and personal representatives. This document constitutes the final and entire agreement between BNT/Discovery Club and the undersigned. There are NO WARRANTIES expressed or implied, which extends beyond the description of Discovery Club activities. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have read this agreement, am aware that it is a release of liability and a contract between myself and BNT/Discovery Club. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

\_\_\_\_\_  
Signature of Club Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

This is to certify that I, as a parent/guardian with legal responsibility for this club member, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in Discovery Club Activities EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTEND PERMITTED BY THE LAW.

Additionally, I grant to The Bahamas National Trust and its partners, the right to take photographs of my child in connection with the above-identified club. Under this agreement The Bahamas National Trust, its assigns and transferees may copyright, use and publish the same in print and/or electronically. I agree that the Bahamas National Trust may use such photographs of my child with or without my name and for any lawful purpose, including for example, such purposes as publicity, illustration, advertising, and Web content.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name